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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-504 (Rev. 05/04)  
OMB Collection 0851-0027 (exp. 8/30/2005)

### REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

Unitech Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) June 30, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank One, NA  
 Internal  
 Address:  
 Street Address: 1 Bank One Plaza  
 City: Chicago  
 State: Illinois  
 Country: USA Zip: 60670

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship UIS.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached

B. Trademark Registration No.(s)  
See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William F. McGuinn  
 Internal Address: Sugar, Friedberg Felsenthal LLP  
 Street Address: 30 N. LaSalle Suite 3000  
 City: Chicago  
 State: Illinois Zip: 60602  
 Phone Number: (312) 704-2775  
 Fax Number: (312) 372-7951  
 Email Address: wmcguinn@sf-f-law.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_ Authorized User Name \_\_\_\_\_

9. Signature:  Signature

2/14/04 Date

William F. McGuinn Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 308-9995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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EXHIBIT 1A  
TRADEMARKS

EXHIBIT A  
TRADEMARKS

<u>Trade mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Status</u>	<u>Date Filed</u>
ACR	USA	73-563,955	Registered	10/18/85
ACR/Summary®	USA	74-437,432	Registered	9/20/93
ACR/Detail®	USA	74-437,427	Registered	9/20/93
ACR/Plus®	USA	74-437,431	Registered	9/20/93
ACR/File®	USA	74-437,428	Registered	9/20/93
ACR/PC Workbench®	USA	74-437,430	Registered	9/20/93
UNI TEST/2000®	USA	75-429,193	Registered	2/5/98
BAS TEST/2000®	USA	75-429,196	Registered	2/5/98
INSPECT/2000®	USA	75-429,195	Registered	2/5/98
Information Integrity®	USA	74-476,315	Registered	12/30/93
Unitech Systems, Inc.®	USA	75-453-929	Registered	3/20/98

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 30 day of June, 2004 by UNITECH SYSTEMS, INC., a Delaware corporation (the "Assignor"), to BANK ONE, NA, a national banking association (the "Lender") pursuant to the Trademark Security Agreement dated as of the date hereof by and between the Assignor and the Lender (the "Trademark Security Agreement").

### Background

Section 5(a) of the Trademark Security Agreement provides that the Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to the Lender to be held in escrow until such time as (a) an Event of Default under the Credit Agreement between Assignor and Lender dated as of the date hereof (the "Credit Agreement") shall occur and the Lender has elected to exercise its remedies in respect thereof, or (b) the Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. The Assignor hereby assigns to Lender and its successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. No Other Assignment. The Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of the Lender.

3. Right to File. Upon the occurrence of an Event of Default and the election by the Lender to exercise its remedies in respect thereof, the Lender shall be entitled, without prior notice to the Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Lender may, at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

4. Reliance. If the Lender shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Lender's written statement of the Lender's right to sell, assign and transfer the Assigned Material and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Lender either in the Assignor's name or in the Lender's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Credit Agreement.

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5. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Lender may designate in writing by notices similarly sent.

6. No Further Assignments. The Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of the Lender.

7. Governing Law and Severability. This Assignment shall be construed according to the laws of the State of Illinois without regard to its conflicts of laws principles and if any of its provisions are judicially determined to be in conflict with any law of the State of Illinois or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

UNITECH SYSTEMS, INC.

By: M. Mahan  
Its: President

Address for Notices:  
1240 East Diehl Rd., Suite 300  
Naperville, IL 60563

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EXHIBIT 1ATRADEMARKSEXHIBIT ATRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Status</u>	<u>Date Filed</u>
ACR	USA	73-563,955	Registered	10/18/85
ACR/Summary®	USA	74-437,432	Registered	9/20/93
ACR/Detail®	USA	74-437,427	Registered	9/20/93
ACR/Plus®	USA	74-437,431	Registered	9/20/93
ACR/Tile®	USA	74-437,428	Registered	9/20/93
ACR/PC Workbench®	USA	74-437,430	Registered	9/20/93
UNTEST/2000®	USA	75-429,193	Registered	2/5/98
BASETEST/2000®	USA	75-429,196	Registered	2/5/98
INSPECT/2000®	USA	75-429,195	Registered	2/5/98
Information Integrity®	USA	74-476,315	Registered	12/30/93
Unitech Systems, Inc.®	USA	75-453-929	Registered	3/20/98

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STATE OF ILLINOIS :  
 :  
 : ss.  
 COUNTY OF COOK :

On the 1<sup>st</sup> day of <sup>July</sup> ~~June~~, 2004, before me, the subscriber, a Notary Public  
 in and for the State and County aforesaid, personally appeared MADHANAN K. NAYAR,  
 who acknowledged himself to be the President of UNITECH SYSTEMS, INC., a  
 Delaware corporation, and that he, being authorized to do so, executed the foregoing  
 Agreement for the purposes therein contained by signing the name of the corporation by  
 himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Margaret M. Mayer  
 Notary Public

My Commission Expires: 3-26-2005

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